

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

IN RE:

Sweeney, Kerry James and Joyce Helen

CASE NO.: 17-07451

Debtor(s).

[AMENDED (if applicable)] CHAPTER 13 PLAN

A. NOTICES.

Debtor¹ must check one box on each line to state whether or not the Plan includes each of the following items. If an item is checked as “Not Included,” if both boxes are checked, or if neither box is checked, the provision will be ineffective if set out later in the Plan.

A limit on the amount of a secured claim based on a valuation which may result in a partial payment or no payment at all to the secured creditor. See Sections C.5(d) and (e). A separate motion will be filed.	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>
Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest under 11 U.S.C. § 522(f). A separate motion will be filed. See Section C.5(e).	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>
Nonstandard provisions, set out in Section E.	Included <input checked="" type="checkbox"/>	Not Include

- B. MONTHLY PLAN PAYMENTS.** Plan payments include the Trustee's fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of ____ months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payments under the Plan and may cause an increased distribution to the unsecured class of creditors.

\$ 503 from month 1 through 60.
 \$ _____ from month _____ through _____.
 \$ _____ from month _____ through _____.

¹ All references to “Debtor” include and refer to both of the debtors in a case filed jointly by two individuals.

C. PROPOSED DISTRIBUTIONS.

1. ADMINISTRATIVE ATTORNEY'S FEES.

Base Fee \$ 3500 Total Paid Prepetition \$ 1500 Balance Due \$2000

MMM Fee \$ _____ Total Paid Prepetition \$ _____ Balance Due \$ _____

Estimated Monitoring Fee at \$ 50 per Month.

Attorney's Fees Payable Through Plan at \$ 450 Monthly (subject to adjustment).

2. DOMESTIC SUPPORT OBLIGATIONS (as defined in 11 U.S.C. §101(14A)).

Acct. No.	Creditor	Total Claim Amount

3. PRIORITY CLAIMS (as defined in 11 U.S.C. § 507).

Last Four Digits of Acct. No.	Creditor	Total Claim Amount

4. TRUSTEE FEES. From each payment received from Debtor, the Trustee shall receive a fee, the percentage of which is fixed periodically by the United States Trustee.

5. SECURED CLAIMS. Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments. The Trustee shall disburse adequate protection payments to secured creditors prior to confirmation, as soon as practicable, if the Plan provides for payment to the secured creditor, the secured creditor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor under § 501(c), and no objection to the claim is pending. If Debtor's payments under the Plan are timely paid, payments to secured creditors under the Plan shall be deemed contractually paid on time.

(a) Claims Secured by Debtor's Principal Residence Which Debtor Intends to Retain - Mortgage, HOA and Condo Association Payments, and Arrears, if any, Paid

Through the Plan. If the Plan provides for curing prepetition arrearages on a mortgage on Debtor's principal residence, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments for Debtor's principal residence on the following mortgage claims:

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears

(b) Claims Secured by Other Real Property Which Debtor Intends to Retain - Mortgage Payments, HOA and Condo Association Payments, and Arrears, if any, Paid Through the Plan. If the Plan provides to cure prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims:

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears

(c) Claims Secured by Real Property - Debtor Intends to Seek Mortgage Modification. If Debtor obtains a modification of the mortgage, the modified payments shall be paid through the Plan. Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for *homestead* property, the lesser of 31% of gross monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment; or (2) for *non-homestead*, income-producing property, 75% of the gross rental income generated from the property.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Adequate Protection Payment

(d) Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES (Strip Down). Under 11 U.S.C. § 1322 (b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. A separate motion to determine secured status or to value the collateral must be filed. The secured portion of the claim, estimated below, shall be paid. Unless otherwise stated in Section E, the payment through the Plan does not include payments for escrowed property taxes or insurance.

Last Four Digits of Acct. No.	Creditor	Collateral Description/Address	Claim Amount	Value	Payment Through Plan	Interest Rate

(e) Liens to be Avoided Under 11 U.S.C. § 522 or Stripped Off Under 11 U.S.C. § 506. Debtor must file a separate motion under § 522 to avoid a judicial lien or a nonpossessory, nonpurchase money security interest because it impairs an exemption or under § 506 to determine secured status and to strip a lien.

Last Four Digits of Acct. No.	Creditor	Collateral Description / Address

(f) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY Under the Final Paragraph in 11 U.S.C. § 1325(a).

The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor; or (2) incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/Address	Claim Amount	Payment Through Plan	Interest Rate

(g) Claims Secured by Real or Personal Property to be Paid with Interest Through the Plan under 11 U.S.C. § 1322(b)(2). The following secured claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/Address	Claim Amount	Payment Through Plan	Interest Rate

(h) Claims Secured by Personal Property – Maintaining Regular Payments and Curing Arrearage, if any, with All Payments in Plan.

Last Four Digits of Acct. No.	Creditor	Collateral Description	Regular Contractual Payment	Arrearage

(i) Secured Claims Paid Directly by Debtor. The following secured claims are being made via automatic debit/draft from Debtor's depository account and are to continue to be paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights.

Last Four Digits of Acct. No.	Creditor	Property/Collateral

(j) Surrender of Collateral/Property that Secures a Claim. Debtor will surrender the following collateral/property. The automatic stay under 11 U.S.C. §§ 362(a) and 1301(a) is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors upon the filing of this Plan.

Last Four Digits of Acct. No.	Creditor	Collateral/Property Description/Address

(k) Secured Claims That Debtor Does Not Intend to Pay. Debtor does not intend to make payments to the following secured creditors. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor with respect to these creditors upon the filing of this Plan. Debtor's state law contract rights and defenses are neither terminated nor abrogated.

Last Four Digits of Acct. No.	Creditor	Collateral Description/Address

6. LEASES / EXECUTORY CONTRACTS. As and for adequate protection, the Trustee shall disburse payments to creditors under leases or executory contracts prior to confirmation, as soon as practicable, if the Plan provides for payment to creditor/lessor, the creditor/lessor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor/lessor under § 501(c), and no objection to the claim is pending. If Debtor's payments under the Plan are timely paid, payments to creditors/lessors under the Plan shall be deemed contractually paid on time.

(a) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid and Arrearages Cured Through the Plan. Debtor assumes the following leases/executory contracts and proposes the prompt cure of any prepetition arrearage as follows.

Last Four Digits of Acct. No.	Creditor/Lessor	Description of Leased Property	Regular Contractual Payment	Arrearage and Proposed Cure

(b) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid Directly by Debtor. Debtor assumes the following lease/executory contract claims that are paid via automatic debit/draft from Debtor's depository account and are to continue to be paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral

(c) Rejection of Leases/Executory Contracts and Surrender of Real or Personal Leased Property. Debtor rejects the following leases/executory contracts and will surrender the following leased real or personal property. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral to be Surrendered

7. GENERAL UNSECURED CREDITORS. General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid under a subsequent Order Confirming

Plan. The estimated dividend to unsecured creditors shall be no less than \$ 2.70.

D. GENERAL PLAN PROVISIONS:

1. Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims.
2. Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.
3. If Debtor fails to check (a) or (b) below, or if Debtor checks both (a) and (b), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise. Property of the estate
 - (a) _____ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise, or
 - (b) X shall vest in Debtor upon confirmation of the Plan.
4. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. Unless otherwise ordered by the Court, the Trustee shall only pay creditors with filed and allowed proofs of claim. An allowed proof of claim will control, unless the Court orders otherwise.
5. Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.
6. Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide the Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered, consented to by the Trustee, or ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing

agency to apply a refund to the following year's tax liability. **Debtor shall not spend any tax refund without first having obtained the Trustee's consent or Court approval.**

E. NONSTANDARD PROVISIONS as Defined in Federal Rule of Bankruptcy Procedure 3015(c). Note: Any nonstandard provisions of this Plan other than those set

out in this section are deemed void and are stricken.

Debtor's shall make the monthly payments on the 2000 BMW Z3 and the 2004 Honda Accord directly to Patrick Fisher and Mike Dougherty whom they aer purchasing the vehicles from. A separate motion will be filed requesting that these payments be allowed outside of the bankruptcy plan.

CERTIFICATION

By filing this document, the Attorney for Debtor, or Debtor, if not represented by an attorney, certifies that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Model Plan adopted by this Court, and that this Plan contains no additional or deleted wording or nonstandard provisions other than any nonstandard provisions included in Section E.

SIGNATURE(S):

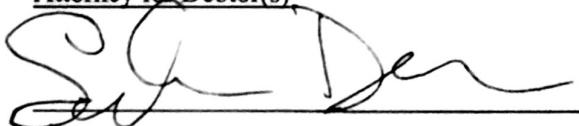
Debtor(s)




Date 12-11-17

Date 12-11-17

Attorney for Debtor(s)



Date 12/14/17

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:
Kerry James Sweeney and Joyce Helen Sweeney

CASE NO.: 17 BK 07451

Debtor.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Chapter 13 plan of Debtors was as furnished by United States mail, postage prepaid, to All Creditors and Parties in Interest as listed on the Court's Matrix as attached, this 14 day of December, 2017.

/s/ Sophia Dean
Sophia Dean
FL Bar No. 92295
THE ORLANDO LAW GROUP, PL
A Private Law Firm
12301 Lake Underhill Road, Suite 213
Orlando, FL 32828
Office: 407-512-4394
E-mail: sdean@theorlandolawgroup.com
Attorney for Debtor

Sheet1 **Sheet2** **Sheet3**

Plan Item	60	60	Unsecured	Debtor Pmt	Tee Fee	Atty Monitoring	Final
						\$2,000.00	
12/1/17 1	\$2.70	0	\$503.00	\$50.30	\$450.00		0
1/1/18 2	\$2.70	0	\$503.00	\$50.30	\$450.00		0
2/1/18 3	\$2.70	0	\$503.00	\$50.30	\$450.00		0
3/1/18 4	\$2.70	0	\$503.00	\$50.30	\$450.00		0
4/1/18 5	\$252.70	0	\$503.00	\$50.30	\$200.00		0
5/1/18 6	\$452.70	0	\$503.00	\$50.30			0
6/1/18 7	\$402.70	0	\$503.00	\$50.30	\$50.00		0
7/1/18 8	\$402.70	0	\$503.00	\$50.30	\$50.00		0
8/1/18 9	\$402.70	0	\$503.00	\$50.30	\$50.00		0
9/1/18 10	\$402.70	0	\$503.00	\$50.30	\$50.00		0
10/1/18 11	\$402.70	0	\$503.00	\$50.30	\$50.00		0
11/1/18 12	\$402.70	0	\$503.00	\$50.30	\$50.00		0
12/1/18 13	\$402.70	0	\$503.00	\$50.30	\$50.00		0
1/1/19 14	\$402.70	0	\$503.00	\$50.30	\$50.00		0
2/1/19 15	\$402.70	0	\$503.00	\$50.30	\$50.00		0
3/1/19 16	\$402.70	0	\$503.00	\$50.30	\$50.00		0
4/1/19 17	\$402.70	0	\$503.00	\$50.30	\$50.00		0
5/1/19 18	\$402.70	0	\$503.00	\$50.30	\$50.00		0
6/1/19 19	\$402.70	0	\$503.00	\$50.30	\$50.00		0
7/1/19 20	\$402.70	0	\$503.00	\$50.30	\$50.00		0
8/1/19 21	\$402.70	0	\$503.00	\$50.30	\$50.00		0
9/1/19 22	\$402.70	0	\$503.00	\$50.30	\$50.00		0
10/1/19 23	\$402.70	0	\$503.00	\$50.30	\$50.00		0
11/1/19 24	\$402.70	0	\$503.00	\$50.30	\$50.00		0
12/1/19 25	\$402.70	0	\$503.00	\$50.30	\$50.00		0
1/1/20 26	\$402.70	0	\$503.00	\$50.30	\$50.00		0
2/1/20 27	\$402.70	0	\$503.00	\$50.30	\$50.00		0
3/1/20 28	\$402.70	0	\$503.00	\$50.30	\$50.00		0
4/1/20 29	\$402.70	0	\$503.00	\$50.30	\$50.00		0
5/1/20 30	\$402.70	0	\$503.00	\$50.30	\$50.00		0
6/1/20 31	\$402.70	0	\$503.00	\$50.30	\$50.00		0
7/1/20 32	\$402.70	0	\$503.00	\$50.30	\$50.00		0
8/1/20 33	\$402.70	0	\$503.00	\$50.30	\$50.00		0
9/1/20 34	\$402.70	0	\$503.00	\$50.30	\$50.00		0
10/1/20 35	\$402.70	0	\$503.00	\$50.30	\$50.00		0
11/1/20 36	\$402.70	0	\$503.00	\$50.30	\$50.00		0
12/1/20 37	\$402.70	0	\$503.00	\$50.30	\$50.00		0
1/1/21 38	\$402.70	0	\$503.00	\$50.30	\$50.00		0
2/1/21 39	\$402.70	0	\$503.00	\$50.30	\$50.00		0
3/1/21 40	\$402.70	0	\$503.00	\$50.30	\$50.00		0
4/1/21 41	\$402.70	0	\$503.00	\$50.30	\$50.00		0
5/1/21 42	\$402.70	0	\$503.00	\$50.30	\$50.00		0
6/1/21 43	\$402.70	0	\$503.00	\$50.30	\$50.00		0
7/1/21 44	\$402.70	0	\$503.00	\$50.30	\$50.00		0
8/1/21 45	\$402.70	0	\$503.00	\$50.30	\$50.00		0
9/1/21 46	\$402.70	0	\$503.00	\$50.30	\$50.00		0
10/1/21 47	\$402.70	0	\$503.00	\$50.30	\$50.00		0
11/1/21 48	\$402.70	0	\$503.00	\$50.30	\$50.00		0
12/1/21 49	\$402.70	0	\$503.00	\$50.30	\$50.00		0
1/1/22 50	\$402.70	0	\$503.00	\$50.30	\$50.00		0
2/1/22 51	\$402.70	0	\$503.00	\$50.30	\$50.00		0
3/1/22 52	\$402.70	0	\$503.00	\$50.30	\$50.00		0
4/1/22 53	\$402.70	0	\$503.00	\$50.30	\$50.00		0
5/1/22 54	\$402.70	0	\$503.00	\$50.30	\$50.00		0
6/1/22 55	\$402.70	0	\$503.00	\$50.30	\$50.00		0
7/1/22 56	\$402.70	0	\$503.00	\$50.30	\$50.00		0
8/1/22 57	\$402.70	0	\$503.00	\$50.30	\$50.00		0
9/1/22 58	\$402.70	0	\$503.00	\$50.30	\$50.00		0
10/1/22 59	\$402.70	0	\$503.00	\$50.30	\$50.00		0
11/1/22 60	\$402.70	00 d	\$503.00	\$50.30	\$50.00		0
Total	\$22,482.00		\$30,180.00	\$3,018.00	\$2,000.00	\$2,700.00	
Total interest	\$70,220.78						
	32%						

Label Matrix for local noticing

113A-6

Case 6:17-bk-07451-CCJ

Middle District of Florida

Orlando

Thu Dec 14 19:14:59 EST 2017

Amex

Correspondence

Po Box 981540

El Paso, TX 79998-1540

United States Trustee - ORL7/13 7

Office of the United States Trustee

George C Young Federal Building

400 West Washington Street, Suite 1100

Orlando, FL 32801-2210

AMCA/American Medical Collection Agency

Attention: Bankruptcy

4 Westchester Plaza, Suite 110

Elmsford, NY 10523-1615

CareCentrix

PO Box 7780

London, KY 40742-7780

Central Florida Credit Union

1000 Primera Blvd.

Lake Mary, FL 32746-2194

Chase Card

Attn: Correspondence Dept

Po Box 15298

Wilmington, DE 19850-5298

Cntrl Fl Edu

1000 Primera Blvd

Lake Mary, FL 32746-2194

Discover Bank

Discover Products Inc

Po Box 3025

New Albany, OH 43054-3025

Discover Financial

Po Box 3025

New Albany, OH 43054-3025

Diversified Consultants, Inc.

Diversified Consultants, Inc.

Po Box 551268

Jacksonville, FL 32255-1268

First Federal Credit & Collections

24700 Chagrin Blvd

Suite 205

Cleveland, OH 44122-5662

Florida Department of Revenue

Bankruptcy Unit

Post Office Box 6668

Tallahassee FL 32314-6668

Florida Hospital

601 E. Rollins Street

Orlando, FL 32803-1273

Fox Collection Center

Po Box 528

Goodlettsvile, TN 37070-0528

Holloway Credit Solutions

1286 Carmichael Way

Montgomery, AL 36106-3645

Holloway Credit Solutions

Po Box 230609

Montgomery, AL 36123-0609

Internal Revenue Service

Post Office Box 7346

Philadelphia PA 19101-7346

Mike Dougherty

1576 Malon Bay

Orlando, FL 32828-6801

Medical Center Radiology

Po Box 919010

Orlando, FL 32819

Nationwide Credit

Po Box 14581

Des Moines, IA 50306-3581

Net Credit Financial

Po Box 645295

Cincinnati, OH 45264-5295

North American Credit Services

Po Box 182221

Chattanooga, TN 37422-7221

OneMain Financial

Attn: Bankruptcy Department

601 Nw 2nd St #300

Evansville, IN 47708-1013

Orange County Fire Rescue

7900 NW 154 Street

Suite 201

Hialeah, FL 33016-5816

Orange County Tax Collector

Po Box 545100

Orlando FL 32854-5100

Orlando Health

Po Box 918207

Orlando, FL 32891-0001

Orlando Health Physician

Group

Po Box 915092

Orlando, FL 32819

Orlando Health, Inc.
PO Box 620000
STOP 9936
Orlando, FL 32891-0007

Patrick Fisher
14766 Sweet Acacia Dr
Orlando, FL 32828-7334

Physician Associates
po box 919544
Orlando, FL 32891-0001

RMB, Inc.
409 Bearden Park Circle
Knoxville, TN 37919-7448

T Mobile/T-Mobile USA Inc
by American InfoSource LP as agent
PO Box 248848
Oklahoma City, OK 73124-8848

(p)T MOBILE
C O AMERICAN INFOSOURCE LP
4515 N SANTA FE AVE
OKLAHOMA CITY OK 73118-7901

business revenue systems
2419 spy run avenue
Fort Wayne, IN 46805-3262

cardionet, llc
po box 508
Malvern, PA 19355-0508

modlin slinsky pa
1551 sawgrass corporate
parkway suite 110
Sunrise, FL 33323-2828

rmcb
po box 1235
Elmsford, NY 10523-0935

Joyce Helen Sweeney
1005 Enclair St
Orlando, FL 32828-6809

Kerry James Sweeney
1005 Enclair St
Orlando, FL 32828-6809

Laurie K Weatherford
Post Office Box 3450
Winter Park, FL 32790-3450

Sophia Cabacum Dean
The Orlando Law Group PL
12301 Lake Underhill Road, Suite 213
Orlando, FL 32828-4511

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

T mobile
po box 742596
Cincinnati, OH 45274

End of Label Matrix	
Mailable recipients	43
Bypassed recipients	0
Total	43